

Section V - 2009 King Countywide STP/CMAQ Competition Application

To be used for projects submitted for the following Countywide Programs:

- ❖ Small Jurisdictions Program
- ❖ Larger Jurisdiction Program
- ❖ All Other Agency Program
- ❖ Rural Area Program

This application is available on the King County Web site at

<http://www.kingcounty.gov/transportation/kcdo/PlanningAndPolicy/RegionalTransportationPlanning/2009KCCtywideComp.aspx>

****Please read all of the text in this section before completing this application.****

Important notice: The importance of complete and accurate information on every application cannot be overemphasized. The evaluation and scoring of all submitted projects will be based on the answers provided in this application. A project's suitability for funding may be compromised if the application is found to have omissions or inaccuracies. In addition, sponsors of projects recommended for funding as a result of the competition should be aware that their application could be used in the future to evaluate the status of a project if it fails to comply with the requirements of the Puget Sound Regional Council's (PSRC) Project Tracking program.

Projects receiving funding as a result of this competition: Funding distributed as a result of the 2009 STP/CMAQ King Countywide Programs is awarded to projects, not to the sponsoring agency itself. Sponsors of projects that receive funds from this competition will be required to submit a more detailed TIPMOD or TIPNEW application, which will be due to the PSRC on July 7, 2009. Please note that these sponsors will also be asked to certify that they will comply with the conditions of the PSRC's Project Tracking Program, as a condition of accepting funding. Failing to comply with this condition, and/or with the conditions established in the PSRC's Project Tracking Program, may eventually result in the loss and/or transfer of funds to another Countywide project.

14-page limit: You may use additional pages if necessary; however, please be as brief as possible and limit your application to a total of fourteen (14) pages, plus map(s) and/or other required supporting documents.

E-mail submissions are preferred: Attach your completed application to an e-mail and send to peter.heffernan@kingcounty.gov. Please name the file "(Agency): (Project tile)" and in the e-mail subject line identify which Countywide program the application is being submitted (Small Jurisdiction, Large Jurisdiction, All Other, Non-motorized). If you are unable to e-mail the application, please mail a copy of the electronic file on diskette, and fax or mail a corresponding paper copy. Electronic copies of all applications are required, as they will be posted to the King County Web site. Mailed materials should be sent to: Peter Heffernan, King County Department of Transportation, M.S. KSC-TR -0814, 201 South Jackson Street, Seattle, WA 98104-3856 and/or faxed to 206-684-1812, Attn: Peter Heffernan. All applications must be submitted by **5pm May 15th, 2009**.

Definition of a project: For the purposes of this competition, a project must be clearly defined by geographic limits and/or functionality. If the project contains multiple components, the sponsor must clearly indicate how they are logically connected to one another. A project with multiple geographic locations must demonstrate their functional relationship (for example, signal coordination work in various locations tied together through a traffic control center). **Note: a project may request only one funding source – either STP or CMAQ, but not both.**

PROJECT DESCRIPTION INFORMATION

<p>1</p>	<p>Project title: Rainier Ave South (SR 167) - S Grady Way to S 2nd St For roadway project titles: list facility name, limits, and any other identifying words. E.g., SR-520 HOV (104th Ave NE to 124th Ave NE).</p>
<p>2</p>	<p>Destination 2030 ID#: 1308 – Central Renton Transit Corridor In order to be eligible for federal funding, a project must be in, or consistent with, <i>Destination 2030</i>, the region’s Metropolitan Transportation Plan (MTP). To confirm if your project is specifically listed in <i>Destination 2030</i>, refer to Appendix 9 of <i>Destination 2030</i> at http://www.psrc.org/projects/mtp/d2030plan.htm. For assistance or questions regarding these issues, contact Kimberly Scrivner at 206-971-3281 or kscrivner@psrc.org.</p>
<p>3</p>	<p>a. Sponsoring agency: City of Renton b. Co-sponsor(s) if applicable: Important: For the purposes of this application and competition, “co-sponsor” refers to any agency that would receive a portion of the funding if the requested grant were to be awarded. c. Does sponsoring agency have “Certification Acceptance” status from WSDOT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No d. If not, which agency will serve as your CA sponsor? (refer to WSDOT’s Local Agency Guidelines Manual for information on CA status: http://www.wsdot.wa.gov/ta/operations/lag/LAG13.pdf)</p>
<p>4</p>	<p>Project contact person: Jim Seitz Address: 1055 S Grady Way, Renton WA - 98057 Phone: 425.430.7245 Fax: 425.430.7376 E-Mail: jseitz@Rentonwa.gov</p>

<p>5</p>	<p>Project description. Please distinguish between the scope of the project and the justification and/or need for the project.</p> <p>a. Project scope: Please describe clearly and concisely the individual components of this project. What will be the specific outcome of this project? What will be built, purchased or provided with this grant request? For example, if this is part of a larger project, please be specific as to what portion on which the grant funds will be used.</p> <p>The Rainier Ave South project will install: Business Access and Transit (BAT) lanes; left-turn lanes at intersections; a southbound right-turn lane at the intersection of Rainier Ave South and S Grady Way; larger curb return radii; traffic signal upgrades, including signal pre-emption and signal coordination; new curb and gutter; landscaped medians; wider sidewalks; driveways and pedestrian ramps per current ADA standards; marked crosswalks at each intersection; planted pedestrian buffer, including street trees; street lighting, including pedestrian-scale illumination; public art; street furniture; and stormwater quality and conveyance system. This grant request combined with other funding will implement these improvements.</p> <p>b. Project justification, need or purpose: Please explain the intent, need or purpose of this project. What is the goal or desired outcome?</p> <p>Justification: Rainier Ave South is a heavily travelled corridor (50,000 vehicles per day) with vehicles entering/exiting the numerous driveways along the corridor, vehicles making mid-block left-turns to access businesses and busses in the travel lane stopping at bus stops which results in traffic congestion, vehicle delay and lengthened travel time, particularly for the approximately 20,000 daily transit riders in the 473 daily transit trips. Narrow sidewalks adjacent to a heavily travelled roadway, insufficient pedestrian-scale illumination and substandard accommodation for persons with disabilities all contribute to a less than desirable pedestrian environment.</p> <p>Goal: The Rainier Ave South project goal is to improve transit mobility, reliability and service, and pedestrian accessibility and safety to encourage a transportation mode shift from SOV to transit and/or walking. The project improvements will also benefit overall traffic flow and safety through access management and traffic signal upgrades and coordination, reduce accidents, improve the pedestrian environment and safety and result in an aesthetically vibrant transportation corridor.</p> <p>The project will improve access and mobility between the Renton Urban Center and connections to regional transportation facilities of I-405, SR 167, SR 900 and Tukwila Sounder Station.</p>
<p>6</p>	<p>Project location: Rainier Ave South from S Grady Way to S 2nd Street</p> <p>a. County(ies) in which project is located: King</p> <p>Answer the following questions if applicable:</p> <p>b. Crossroad/landmark nearest to beginning of project (identify landmark if no crossroad): South Grady Way</p> <p>c. Crossroad/landmark nearest to end of project (identify landmark if no crossroad): South 2nd Street</p>
<p>7</p>	<p>Map: 1. Include a legible 8½” x 11” project map with the completed application form. 2. Include a legible vicinity map with the completed application form (can be smaller than 8½” x 11”).</p> <p>Note: If unable to send the map electronically, mail a copy on diskette and provide a paper copy by fax or mail.</p>

8	<p>Federal functional classification code (Please select <u>only one</u> code using the table below)</p> <p>For assistance determining functional classification, contact Stephanie Rossi at 206-971-3054 or srossi@psrc.org.</p> <p>Important: A roadway must be <u>approved</u> on the federally classified roadway system before projects on it may use federal transportation funds (this includes proposed new facilities). Projects on a roadway with a functional classification of 09, 19, 29, or 39 are not eligible to use federal transportation funds unless they are one of the exceptions listed below. If your project is an exception, identify its functional class code as "00".</p> <p><u>Examples of exceptions:</u></p> <ul style="list-style-type: none"> • Any bicycle and/or pedestrian project. • Projects not on a roadway and using CMAQ or other funds • Any transit project, including equipment purchase and park-and-ride lot projects. 	
9.	<p style="text-align: center;">Rural Functional Classifications "Under 5,000 population" (Outside federal-aid urbanized and federal-aid urban areas)</p> <p><input type="checkbox"/> 00 Exception</p> <p><input type="checkbox"/> 01 Principal Arterial - Interstate</p> <p><input type="checkbox"/> 02 Principal Arterial</p> <p><input type="checkbox"/> 06 Minor Arterial</p> <p><input type="checkbox"/> 07 Major Collector</p> <p><input type="checkbox"/> 08 Minor Collector</p> <p><input type="checkbox"/> 09 Local Access</p> <p><input type="checkbox"/> 21 Proposed Principal Arterial – Interstate</p> <p><input type="checkbox"/> 22 Proposed Principal Arterial</p> <p><input type="checkbox"/> 26 Proposed Minor Arterial</p> <p><input type="checkbox"/> 27 Proposed Major Collector</p> <p><input type="checkbox"/> 28 Proposed Minor Collector</p> <p><input type="checkbox"/> 29 Proposed Local Access</p>	<p style="text-align: center;">Urban Functional Classifications "Over 5,000 population" (Inside federal-aid urbanized and federal-aid urban areas)</p> <p><input type="checkbox"/> 00 Exception</p> <p><input type="checkbox"/> 11 Principal Arterial – Interstate</p> <p><input type="checkbox"/> 12 Principal Arterial – Expressway</p> <p><input checked="" type="checkbox"/> 14 Principal Arterial</p> <p><input type="checkbox"/> 16 Minor Arterial</p> <p><input type="checkbox"/> 17 Collector</p> <p><input type="checkbox"/> 19 Local Access</p> <p><input type="checkbox"/> 31 Proposed Principal Arterial – Interstate</p> <p><input type="checkbox"/> 32 Proposed Principal Arterial – Expressway</p> <p><input type="checkbox"/> 34 Proposed Principal Arterial</p> <p><input type="checkbox"/> 36 Proposed Minor Arterial</p> <p><input type="checkbox"/> 37 Proposed Collector</p> <p><input type="checkbox"/> 39 Proposed Local Access</p>

COUNTYWIDE PROJECT EVALUATION

Important: Projects will be evaluated and scored based on the information provided in Parts 1 and 2 that follow. Refer to the "2009 King County Countywide Project Evaluation Criteria" before completing these sections of the application for guidance, examples, and details on scoring.

Instructions:

- Part 1: Choose the one project category that best fits your project and complete the corresponding section A, B, or C.
- Part 2: Complete all three sections in Part 2 (sections D, E, and F).

Part 1: Category Specific Questions (70 Points STP, 50 Points CMAQ)

10. Select one of the following three categories that best fits your project and follow the corresponding instructions:

- Designated Center: Complete section A (question 11) and proceed directly to Part 2 (questions 14-17).
- Manufacturing/Industrial Center: Complete section B (question 12) and proceed directly to Part 2 (questions 14-17).
- Connecting Corridors: Complete section C (question 13) and proceed directly to Part 2 (questions 14-17).

Note: Information on the 2005 adopted Regional Economic Strategy and the targeted industry clusters, including definitions and maps of the clusters, may be found on the Prosperity Partnership website at <http://www.prosperitypartnership.org/clusters/index.htm>. For questions regarding these topics, contact Chris Strow at 206-971-3051 or cstrow@psrc.org

A. Designated Regional Growth Centers

Instructions: Complete this section (questions 11-13) if you selected “Designated Centers” in question 10, and then proceed directly to Part 2. Do not complete Sections B or C.

11. Center Development. Please address the following:

- Growth. Describe how the project will support the potential for housing/employment densities in the center. Describe how the project will support the development/redevelopment plans and activities of the center.
- Plans and Policies. Describe how the project furthers the objectives and aims of existing policies for the center; please provide a citation and copy of the corresponding policies.
- Economic Strategy. Describe whether the project helps to create or sustain jobs in the targeted industry clusters within the center; these clusters are identified in the adopted 2005 Regional Economic Strategy.

12. Project’s Benefit to the Center. Please address the following

- Long-Term Benefit. Does the project remedy a current or anticipated problem (e.g. congestion, incomplete sidewalk system, inadequate transit service/facilities, modal conflicts and/or the preservation of essential freight movement)? Please describe.
- User Groups Supported. Describe the user groups that will benefit from the project (including commuters, residents, commercial users, those groups identified in the President’s Order for Environmental Justice¹ and/or areas experiencing high levels of unemployment or chronic underemployment).

13. Circulation within the Center. Please address the following.

- Safety and Convenience. Describe how the project improves safe & convenient access to major destinations within the center.
- Intermodal Opportunities and Connections. Describe how the project will improve circulation and enhanced opportunities for active transportation within the center for people and/or goods regarding (address each relevant area): walkability, public transit access, public transit speed and reliability, safety & security, bicycle mobility, bicycle facilities, streetscape improvements, traffic calming, preservation of essential freight movement and/or other.
- Travel Choices. Describe how the project provides users (e.g. employees, residents, customers) a range of travel modes or provides a “missing” mode.

¹ The President’s Order for Environmental Justice states “each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies and activities on minority populations and low-income populations.”

- System Continuity. Describe how the project completes a physical gap or provides an essential link in the transportation network.
- Parking. If the project has a parking component, describe how it has been designed to be compatible with a pedestrian oriented environment, including any innovative parking management tools.

B. Manufacturing/Industrial Centers

Instructions: Complete this section (question 14) if you selected “Manufacturing/Industrial Centers” in question 10, and then proceed directly to Part 2. Do not complete Sections A or C.

14. Mobility and Accessibility. Please address the following:

- Freight Movement. Describe how the project provides opportunities for freight movement.
- Growth Plans and Policies. Describe how the project will benefit or support the development of the manufacturing/industrial center.
- System Continuity. Does the project complete a physical gap, provide an essential link, or remove a barrier in the Freight & Goods component of the Metropolitan Transportation System (See Destination 2030, Technical Appendix 4)? Please describe.
- Safety. Describe how the project improves safety and reduces modal conflicts to help achieve a “seamless” system.
- Improved Commute Access. Describe how the project improves access for one or more modes to major employment sites or access to residential areas outside the center, including opportunities for active transportation.
- Trip Reduction. How does the project promote Commute Trip Reduction (CTR) opportunities?
- User Groups Supported. Describe the user groups (e.g. employees, customers, modal carriers, those identified in the President’s Order for Environmental Justice and/or areas experiencing high levels of unemployment or chronic underemployment) that will benefit from the project.
- Economic Strategy. Describe how the project helps to create or sustain jobs in the targeted industry clusters within the center; these clusters are identified in the adopted 2005 Regional Economic Strategy.

C. Connecting Corridors

Instructions: Complete this section (questions 15-17) if you selected “Corridors Serving Centers” in question 10, and then proceed directly to Part 2. Do not complete Sections A or B.

15. Benefit to Centers or Manufacturing/Industrial Center. Please address the following:

- Growth Plans and Policies. Describe how this project will benefit or support the housing and employment development of a regional growth and/or manufacturing/industrial center(s). Does it support multiple centers?
- Travel Choices. Describe how the project provides a range of travel modes to users traveling to centers, or if it provides a missing mode.
- User Groups Supported. Describe the user groups that will benefit from the project, including commuters, residents, commercial users, those groups identified in the President’s Order for Environmental Justice and/or areas experiencing high levels of unemployment or chronic underemployment).
- Economic Strategy. Describe whether the project helps to create or sustain jobs in the targeted industry clusters within a center; these clusters are identified in the adopted 2005 Regional Economic Strategy.

* Growth Plans and Policies This project improves an existing major transportation facility (SR 167) to a more efficient multi-modal transportation corridor that serves existing and future high-density mixed-use

developments along the corridor and within the adjacent Renton Urban Center. The Renton Urban Center includes two sub-areas: Urban Center–Downtown (220 acres) and Urban Center–North (310 acres). Renton's Comprehensive Plan envisions the combined two sub-areas "as the heart of a growing regional city, providing capacity for new housing to absorb a significant portion of the City's share of future regional growth." Policies in Renton's Comprehensive Plan encourage transit and pedestrian friendly new development in the Urban Center-Downtown and the high-density mixed-use redevelopment in the Urban Center–North. A significant portion of Urban Center–North is currently being redeveloped from Industrial use to commercial and residential uses with full redevelopment of the remaining industrial use envisioned within the next 20 years. The project corridor is identified in the HSP (Highway System Plan) as a congested corridor and is also identified as a truck route in the Freight Goods Transportation System, carrying 5.2 million tons of freight annually.

The Rainier Avenue South project will improve mobility, access and safety for multiple modes, including transit, freight and pedestrian on a segment of one of the few north-south connections serving both sub-areas of Renton's Urban Center.

The corridor also provides a direct connection to the regional I-405 transportation facility and SR 167 limited access facility south of the project limits. The project will also improve multi-mode connections via these facilities to and from other regional centers (Tukwila, Bellevue, Kent, Burien, SeaTac and Seattle).

* **Travel Choices:** The segment of Rainier Avenue South addressed by this project currently serves transit vehicles, freight trucks, other general-purpose vehicles, and pedestrians. The improvements included in this project will provide the opportunity for a currently auto-dominated corridor to become a more transit and pedestrian compatible urban transportation corridor. The BAT lanes will provide significant benefits to transit in the form of improved travel time and delay reduction. Even more important to transit than the efficiency gained by the delay reductions are the improvements in reliability which will allow better scheduling and improved transfer coordination within the project corridor and for transit serving Renton's Transit Center in the Urban Center-Downtown, the commercial, industrial and residential uses in the Urban Center-North, the South Renton Park and Ride lot, and urban centers in neighboring cities (Tukwila, Bellevue, Kent, Burien, SeaTac and Seattle).

The project will improve general purpose and freight traffic movement and safety by separating transit buses, vehicles accessing businesses and right-turning vehicles from the through traffic lanes, increasing turning radius at certain intersections, and through access management (landscaped median). New wider sidewalks separated by buffers from the traveled roadway, pedestrian ramps per ADA standards, pedestrian-scale lighting, street furniture, marked crosswalks, larger refuge islands and upgraded pedestrian signals at intersections will provide pedestrians, transit users, and persons with disabilities increased access and safety along the project corridor.

* **User Groups Supported:** This project will benefit multiple user groups: commuters, area residents, employees and commercial/retail customers travelling along the corridor to and from the Renton Urban Center and other surrounding centers (Tukwila, Bellevue, Kent, Burien, SeaTac and Seattle). Both King County Metro and Sound Transit provide transit routes along the Rainier Avenue South corridor, carrying approximately 20,000 riders per day in 473 daily transit trips. These riders will benefit through corridor transit mobility and pedestrian access improvements. Auto-oriented commuters will also benefit from the traffic flow and safety improvements included with this project.

The project will improve access for minority, low income and other protected classes. PSRC's Environmental Justice data show a sizable area of "20% of persons below poverty level" at the south end of this project. A larger area of low income (50% of the regional median income) encompasses the same area as previously defined, as well as both sides of the Rainier Avenue corridor itself. There is a large "29% or greater minority population" within and surrounding the project corridor. The pedestrian and transit improvements will assist the user groups identified above with better access to employment centers, shopping and recreation.

* Economic Strategy: The Renton Urban Center, industrial, manufacturing and commercial areas employ over 45,000 people. The top three industry clusters are Aerospace, Logistics and International Trade, and Information Technology. Aerospace dominates the industry with three of Boeing's major business units: Commercial Airplanes, Boeing Capital, and the Shared Services Group. Boeing's Renton operations account for nearly 30% of Renton's workforce. This project will improve the connectivity and freight mobility between the Urban Center-North (Boeing's Renton Plant) and the Kent Industrial/Manufacturing Center, supporting jobs in the Aerospace and Logistics and International Trade industries. The Rainier Avenue South project improves vehicular and pedestrian access on a street network serving the existing workforce and customer base and future business goals of Renton's Urban Center. This project improves travel connections between Renton's Urban Center and regional transportation facilities (I-405, SR 167, SR 900 and Tukwila Sounder Station) which contribute to improved conditions for delivery of freight goods and access for employees/workforces throughout the region. This project will support continued economic growth of the Urban Center through roadway, transit service, and pedestrian access improvements. The project improvements will be important in maintaining and reinforcing transit links between the Renton Urban Center and other regional urban centers. This can improve Renton's ability to draw a workforce and customer base from a wider area throughout the region.

16. System Continuity. Please address the following:

- Serving Centers. Describe how this project provides a “logical segment” that links to a regional growth or manufacturing/industrial center.
- Missing Link. Describe how the project fills in a missing link or removes barriers to a center.
- Congestion Relief. Describe how this project will relieve pressure or remove a bottleneck on the Metropolitan Transportation System and how this will positively impact overall system performance.

* Serving Centers/Missing Link: Rainier Avenue South is part of a regional transit improvement plan to develop existing transportation facilities into a more efficient multi-modal transportation system that links centers throughout the region. Renton has identified a transit corridor to serve as a connection between the Urban Center and the regional transportation facilities of I-405, SR 167, SR 900 and Tukwila Sounder Station.

Rainier Avenue South, from S Grady Way to S 2nd St comprises the southern portion of Renton's transit corridor. The S 2nd/ S 3rd St (SR 900) one-way couplet/Burnett Ave/Logan Ave comprise the northern portion of the transit corridor. A north-south transit corridor is an important element of a transit plan that supports Renton and the Region policies to encourage local and regional transit agencies to provide a high level of transit service by: improving travel time, accessibility and reliability; while providing an attractive and effective alternative mode of transportation to the single occupant vehicle that contributes to traffic congestion and air pollution in the region.

Under the Regional Sound Transit plan approved by voters, Renton is designated to be served by the regional express bus system. Sound Transit identified Renton's north-south transit corridor as beneficial for transit, therefore warranting capital improvements.

The Rainier Ave segment of the transit corridor has been chosen for the first phase of improvements. Improvements to the other segments of the transit corridor will follow in future years.

* Congestion Relief: The Rainier Avenue South corridor suffers from traffic congestion (especially on the southern end of the corridor), which increases transit travel times and makes it difficult to maintain schedules. The exclusive transit lanes and traffic signal revisions will result in transit travel time reductions and improve the reliability of transit service (a 2007 analysis performed for the City of Renton shows that transit travel time along the corridor during peak hour is estimated to reduce from 9 minutes down to 2 minutes by 2015.) Riders will experience a faster, higher quality transit system.

Additional analysis shows that the improvements will reduce vehicle delay at important intersections. Without improvement, the delay per vehicle by 2030 will get worse. Peak hour delay in 2030 has been estimated at 214 second without improvements and 169 seconds with the proposed improvements (a 27% vehicle delay reduction).

The Rainier Avenue South project will enhance pedestrian accessibility and safety, supporting increases in transit services and promoting development of strong communities and neighborhoods. The project improvements will also benefit general traffic and freight trucks by increasing mobility and and traffic flow through the corridor.

17. Long-term Benefit/Sustainability. Please address the following:

- Efficiency. How does this project support a long-term strategy to maximize the efficiency of the corridor? Describe the problem and how this project will remedy it.
- Safety. Describe how this project improves safety and/or reduces modal conflict, and provides opportunities for active transportation.

* Efficiency: The problem: A) Heavy volume of traffic (50,000 vehicles per day), vehicles entering/exiting the numerous driveways along the corridor, vehicles making mid-block left-turns to access businesses and transit stopping at bus stops contribute to accidents, vehicle delay and lengthens travel time. Under a no-build scenario transit travel time along the corridor would double by 2015. B) Narrow sidewalks adjacent to the heavily travelled roadway, vehicles entering/exiting numerous driveways, insufficient pedestrian scale illumination and substandard facilities for persons with disabilities contribute to a less than desirable pedestrian environment.

The remedy: A) Business Access and Transit (BAT) lanes which separate transit buses from general purpose traffic lanes and transit traffic signal priority improvements result in a reduction in transit delay and travel time (from 9 minutes down to 2 minutes by 2015) and more importantly improves reliability which allows better scheduling and improved transit coordination for transit serving the project corridor, the South Renton Park and Ride, Tukwila Sounder Station and the downtown Transit Center in Renton's Urban Center. B) Separating transit buses, vehicles entering/exiting business driveways and vehicles making right-turns at intersections from the through travel lanes will reduce traffic delay and accidents for general purpose vehicles. C) Providing a median to restrict mid-block left-turns, and adding left-turn lanes and lengthening existing left-turn pockets at the intersections will also reduce traffic delay and accidents. D) Providing wider sidewalks separated from the roadway by buffers and upgrading facilities at intersection to address the needs of persons with disabilities to improve pedestrian access and mobility. E) New street lighting, landscaping, street furniture and public art will improve the pedestrian environment.

The intent of the project is to balance the needs of all modes of travel on a segment of Renton's transportation system that is important to existing development and future revitalization/redevelopment of Renton's Urban Center, and is an important link to transportation facilities. The project supports the region's long-term comprehensive planning which anticipates a more concentrated urban development pattern (more concentrated center for employment and commercial/retail and residential development) that encourages and supports transit and pedestrian modes of travel in urban centers that are linked to the regional transportation system. This project provides improvements that will complement future planned improvements to I-405 (a split-diamond interchange at SR 515 and at Lind Avenue SW), and to SR 167 (HOV lane improvements and additional northbound lane).

* Safety and Sustainability: Rainier Avenue South (from S Grady Way to S 2nd St) had 351 accidents for the past three years: 40% of them were rear-end and 12 involved pedestrians. The project will improve safety for both motorized and pedestrian traffic.

Safety for motorized travel will be improved by separating transit and vehicles accessing business from the general purpose lane and introducing landscaped median to restrict mid-block left turns. We anticipate these improvements will significantly reduce rear-end and right-angle accidents.

Pedestrian safety will be enhanced by increasing the size of pedestrian refuge islands, marked crosswalks, providing wider sidewalks separated from the traffic lane by a landscaped buffer, installing curb ramps and driveways to ADA compliance, and installing pedestrian-scale illumination.

The health impacts will be felt by pedestrians using the corridor and transit riders. The pedestrian facilities, transit amenities and streetscaping will promote economic vitality, decrease criminal activity and encourage walking in a more comfortable and safe environment. Increase in ridership is anticipated due to a significant reduction in transit travel time, improved reliability and better scheduling. Encouraging people to utilize transit and drive less will improve health by reducing air pollution and increasing physical activity. The project also preserves and enhances the natural environment through stormwater quality improvements and runoff flow control measures.

PART 2: QUESTIONS FOR ALL PROJECTS

Instructions: Once Section A, B, or C in Part 1 has been completed, complete all of Part 2 (questions 18-21).

D. Air Quality and Climate Change (20 Points STP, 40 Points CMAQ)

18. Describe how your project will reduce emissions. Include a discussion of the population served by the project – who will benefit, where, and over what time period. Projects may have the potential to reduce emissions in a variety of ways, depending on the type of project. Please provide the requested information if your project contains the elements listed below:

- Diesel retrofits: Describe the types and numbers of vehicles, vessels, or equipment involved, how often they are used, where they are used, how much fuel is consumed annually and when the retrofits will occur.
- Roadway capacity (general purpose and high occupancy vehicles): Describe the roadway and travel conditions before and after the proposed project, including average daily traffic and travel speeds. Describe the potential for multimodal connections, shorter vehicle trips, etc.
- Transit (park-and-ride lots, new or expanded transit service, transit amenities, etc.): What is the current transit ridership in the project area? What are the current transit routes serving the project area? If a park-and-ride lot, how many stalls are being added? Describe how the amenities (or other components of the project) are expected to encourage new transit ridership and shift travel from single occupant vehicles to multimodal options. What is the average trip length for a new rider?
- Bicycle and/or pedestrian facilities: What is the length of the facility? What are the connections to other nonmotorized facilities and to the larger nonmotorized system? Describe the expected travel shed (i.e., land use and population surrounding the project).
- Signalization and other ITS improvements: Describe the existing conditions in the area (i.e., level of service, average daily traffic, etc.), and describe how the project is expected to improve traffic flow (increase speed, reduce idling, remove accidents, etc.). Is there a significant amount of truck traffic (i.e. freight movement) on the facility? Does the project improve traffic flow for particular modes, e.g. HOVs, or types of vehicles, e.g. freight trucks?
- Alternative fuels/vehicles: Describe the change in fuel or vehicle technology. How many vehicles are affected? What are the current conditions?
- Other: Describe how your project has the potential to reduce emissions through technology, improved management or other means, e.g. “no idling” signage & enforcement, auxiliary power units to operate heating, cooling & communications equipment, truck stop electrification, etc.

Transit:

Rainier Avenue South is part of a regional transit improvement plan to develop existing transportation facilities into a more efficient multi-modal transportation system that link centers throughout the region.

Transit services along the Rainier Avenue South corridor are provided by King County Metro (routes 101, 110, 140, 167 and 169) and Sound Transit (routes 560, 564 and 565). Together, the eight routes provide 473 daily transit trips using the corridor, carrying approximately 20,000 riders per day.

Transit shares the same lanes with general and freight vehicles. Transit travel time is affected by traffic congestion, which in turn affects reliability and scheduling of transit service. Under a no-build scenario, transit travel time will double by 2015.

After the project is completed, the Business Access and Transit lanes and transit signal preemption will allow transit to bypass the congestion and provide travel time savings (estimated to be seven minutes) and improve reliability, which will increase ridership and contribute to a reduction in SOV travel. The project includes transit amenities and improved pedestrian facilities along the project corridor, which could attract new ridership.

Vehicle emissions will reduce with reductions in SOV travel, increases in transit ridership and reduction in idling at intersections. Estimates indicate that with the transit travel time savings, ridership will increase 5% in 2015 (proportionally adjusted to data collected by the University of Princeton for the City of Vancouver). The increase in ridership will result in 234,000 vehicle miles travelled reduction by 2015 along the corridor, or an equivalent to a reduction in carbon dioxide emissions of 157 tons per year.

Roadway:

The Rainier Avenue South corridor to be improved by this project serves through traffic destined to other areas of the City and regional transportation facilities (I-405, SR 167, SR 900 and Tukwila Sounder Station), and provides access for commercial businesses abutting both sides of the street and to and from nearby residential neighborhoods. The project corridor carries a high volume of traffic (50,000 vehicles per day) and experiences significant traffic delays. Peak hour speeds for vehicles other than transit is 11 mph while transit speed is 5 mph. Vehicles entering/exiting driveways, vehicles making turns at intersections with inadequate corner radii, and transit stopping at bus stops contribute to traffic congestion and the resulting decreased speed along the corridor. After completion of the project there will be three travel lanes in each direction of traffic along the corridor, an additional southbound right-turn at S Grady Way and an additional southbound left-turn lane at Rainier Avenue South and S 7th Street.

The new BAT lanes will separate transit buses and vehicles accessing businesses from the through traffic lanes. This will improve traffic flow and travel speeds thus reducing vehicle emissions through reduction in traffic delays and vehicles sitting at various congested intersections. With the improvements in place, modeling shows the delay at the intersection with South Grady Way will be reduced by 27 seconds per vehicle, reducing the cumulative idling in cars in the PM peak by up to 53 hours daily, or an equivalent to a reduction in carbon dioxide emissions of 40 tons per year at this location.

Pedestrian:

Narrow sidewalks adjacent to the heavily travelled roadway provide connection access along the corridor to downtown Renton and nearby residential neighborhoods. Pedestrian improvements include new sidewalks separated from the roadway by landscaped buffers, new crosswalks; new curb ramps that are ADA compliant, pedestrian-scale illumination, and streetscape amenities such as street trees, street furniture and public art. These improvements will improve the overall pedestrian environment, which should increase the pedestrian travel between the various businesses and neighboring residential areas.

The combination of increased transit and pedestrian usage resulting from the project will reduce vehicle miles travelled and vehicle emissions.

An important goal of the project is to increase use of alternative modes of transportation. The transportation mode shift will provide long-term improvement of the corridor's overall functionality and environment and supports Renton's and the region's strategy to address vehicle emissions.

Other environmental elements include landscaping of medians and pedestrian buffers and street trees (vegetation will provide small removal of pollutants), that will contribute to improving air quality and addressing climate change.

E. Project Readiness/Financial Plan (10 Points)

Introduction: Two primary tools will be used to obtain information needed to judge a project’s ability to proceed: responses to the project readiness question (14) and financial plan question (15) below. The primary objective of the evaluation is to determine whether a sponsor has assembled all of the funding needed to complete the project or phase(s), and when the sponsor will be ready to obligate the requested regional funding. All questions must be completely and accurately filled out in order for this information to be properly assessed. The information will be used to determine:

- When the sponsor can complete all prerequisites needed to obligate the project’s requested PSRC funding.
- When the sponsor plans to obligate requested PSRC funding.
- The amount and source of secured funding for the project.
- The amount and source of reasonably expected but unsecured funding for the project.
- Whether PSRC’s federal funds will complete the project or a phase of the project.

Note: The standard PSRC definitions will apply for determining when funding is “secured” or “reasonably expected to be secured.” These definitions are included in Section 5 of the STP/CMAQ Regional Competition Call for Projects.

19. Project Readiness: Please fill out the questions below if your project is requesting funds for a Right-of-way (ROW) and/or Construction (CN) phase. Projects requesting funds only for a Preliminary Engineering phase need not answer question #19.

PSRC recognizes that the complexity of some projects can trigger a variety of prerequisites that must be satisfied before STP and CMAQ funding is typically eligible to obligate. These questions are designed to identify those requirements and assist sponsors to:

- Identify which requirements apply to their specific project.
- Identify which requirements have already been satisfied at time of application.
- Provide an explanation and realistic completion date for all requirements not yet completed.

Important instructions: For question 19A below, select one of the three options from the drop-down list for each item that applies at the time of submission of this application. These items are based on the documentation requirements for obligation of federal funds. For any item where “Item not yet completed” is selected, and for any additional requirements pertaining to the project, provide details in question 19B, including the estimated schedule for completion.

19A. Check all items that apply below. Note: if no ROW is required for the project, select “not needed” for sections b through g.

- Already completed a. Final FHWA or FTA approval of environmental documents including:
 - Already completed - BA Concurrence: NMFS, U.S. Fish & Wildlife, WSDOT.
 - Already completed - Section 106 Concurrence.
 - Already completed - FHWA/FTA Environmental Classification Summary Checklist (or EA or EIS).
- Already completed b. True Cost Estimate for Right of Way.
- Already completed c. Right-of-way Plans (stamped).
- Not yet completed d. Relocation Plan (if applicable).

- Not yet completed e. Right-of-way Certification.
- Not yet completed f. Certification Audit by WSDOT R/W Analyst.
- Not yet completed g. Relocation Certification, if applicable.
Not yet completed - WSDOT Certification Audit of Relocation Process, if applicable.
- Already completed h. Engineer's Estimate.
- Already completed i. All environmental permits obtained (e.g., Army Corps of Engineers Permit, HPA, etc.)

19B. Additional information: Include details on any items above that are not yet completed and provide an estimated schedule. Please provide any additional information as appropriate (e.g., status of planning, environmental documentation, permits, design, etc.).

Relocation plan is anticipated to be completed by Jun 2009.

Right-of-Way certification is anticipated to be completed by Dec 2009.

Certification audit by WSDOT R/W analyst is anticipated to be completed by Dec 2009.

Relocation certification is anticipated to be completed by Dec 2009.

WSDOT Certification audit of relocation process is anticipated to be completed by Dec 2009.

20. Financial plan: Please fill out Tables A through D below and corresponding questions E through F.

The purpose of the tables and questions is to allow sponsors to fully document their project's financial plan and schedule. Tables A, B, and C build upon one another to provide the estimated cost of each phase as well as a project's total cost (Table D). The tables require sponsors to list the federal funds being requested from the Regional Competition (Table A), as well as ALL other sources of secured (Table B) and unsecured (Table C) funds needed to complete the project.

Guidelines:

- All requested information must be provided to earn maximum points.
- Provide financial information for all funding types in every applicable phase, and use a separate row for each funding source.
- Totals of federal and other funds listed in Tables A, B, and C should equal the total project cost in Table D.
- Funding commitment letters must be provided for all financial partners.

Required Match: A minimum of 13.5% match is required for both STP and CMAQ funds. Sponsors of projects awarded funds through this competition will be required to provide information on these matching funds at a later date.

Table A: Funding Requested from Countywide Competition

Phase	Estimated Obligation Date by Phase (mm/dd/yy)	PSRC Federal Funding Source (enter either STP or CMAQ; choose only one)	PSRC Federal Funds Amount
Construction	04/01/10	STP	\$4,800,000
			\$
			\$
Totals:			\$4,800,000

Table B: Existing Secured Funding

Phase	Estimated Obligation date by Phase* (mm/dd/yy)	Source	Amount
Design, ROW, Construction		Renton	\$2,999,115
Design	05/03/06	Sound Transit	\$3,525,000
Design	12/20/06	TIB (3 separate grants)	\$725,700
Design	07/26/06	WSDOT (grant 1)	\$30,000
Design	12/07/07	WSDOT (grant 2)	\$34,000
Right of Way	05/03/06	Sound Transit	\$2,800,000
Right of Way	12/20/06	TIB (3 separate grants)	\$1,109,000
Construction	05/03/06	Sound Transit	\$5,400,000
Construction	07/26/06	WSDOT (grant 1)	\$170,000
Construction	04/01/10	WSDOT (grant 2)	\$196,000
Construction	12/20/06	TIB (3 separate grants)	\$5,105,000
Construction	5/26/09	FHWA (ARRA)	\$2,000,000
Construction (BNSF bridge replacement)		Renton	\$3,116,205
Construction (BNSF bridge replacement)	05/03/06	Sound Transit	\$2,500,000
Construction (BNSF bridge replacement)	10/01/09	WSDOT	\$4,000,000
TOTAL:			\$33,710,020

*For tables B and C, "obligation" may be defined as expenditure or other commitment of funds. For assistance, please refer to "Definitions for Secured and Reasonably Expected to be Secured Funding" in Section 5 of the Call for Projects.

Table C: Needed Future Funding (Unsecured) Note: do not include the grant funds requested in Table A

Phase	Estimated Obligation date by Phase (mm/dd/yy)	Source	Amount
			\$0.00
			\$
			\$
			\$
			\$
TOTAL:			\$0.00

Table D: Total Project Cost and Schedule (Please provide the total estimated cost and scheduled completion date for each phase of the project.)

Total Estimated Project Cost		Scheduled Completion of Phases	
Phase	Total Estimated Cost	Phase	Scheduled Completion Date (mm/dd/yy)
Planning:	\$0.0	Planning:	
Preliminary Engineering/Design:	\$6,284,789	Preliminary Engineering/Design:	04/01/2010
Right of Way:	\$5,000,000	Right of Way:	12/31/2009
Construction:	\$17,609,026	Construction:	12/31/2012
Other (Specify) BNSF bridge replacement:	\$9,616,205	Other (specify) BNSF bridge replacement:	completed
Total Project Cost:	\$38,510,020	Estimated date of completion (i.e. open for use)	12/31/2012

E. Identify the project phases (PE, ROW, CN, etc.) that will be fully completed if requested funding is obtained:

All phases will be completed. The project will be open for use with the requested funding.

F. If unable to completely fill out Table D (Total Project Cost and Schedule): Use the space below to explain the nature of any project for which the total project cost and/or schedule is presently unknown. For example, a project may study the merits/costs of various routes or construction techniques and, consequently, the total project costs won't be determined until the study is complete.

Not applicable

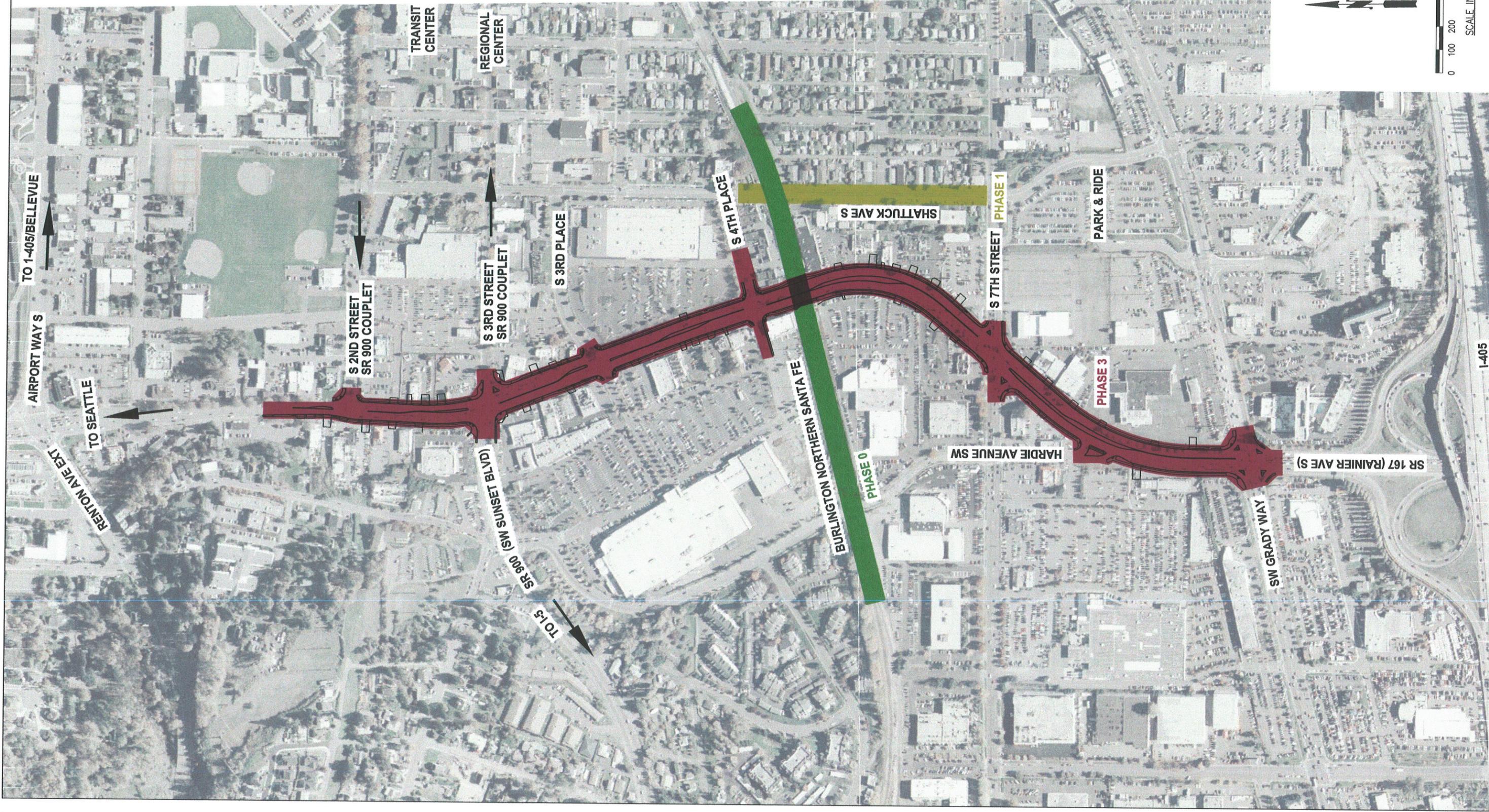
F. Other Considerations (No Points)

21. Please describe any additional aspects of your project not previously addressed in the application that could be relevant to the final project recommendation and decision-making process, particularly those relating to the support of centers and connecting corridors. Note: no points will be given to this section.

The Rainier Ave S project will establish a better connection between the south Renton area and adjacent cities to a new first large-scale, outdoor shopping center and mixed-used urban development known as The Landing.

The City of Renton completed roadway and underground utility construction in the Urban Center North to serve the Landing development project on Renton northern land formerly owned by The Boeing Company. The first phase of the development opened in the fall of 2007. When full development is

completed in 2009 there will be 600,000 square feet of new retail space, generating approximately 2,500 jobs, and 990 residential units.



TO 1-405/BELLEVUE

AIRPORT WAY S

TO SEATTLE

RENTON AVE EXT

S 2ND STREET
SR 900 COUPLET

TRANSIT
CENTER

S 3RD STREET
SR 900 COUPLET

REGIONAL
CENTER

S 3RD PLACE

SR 900 (SW SUNSET BLVD)

TO I-5

S 4TH PLACE

BURLINGTON NORTHERN SANTA FE

PHASE 0

SHATTUCK AVE S

S 7TH STREET
PHASE 1

HARDIE AVENUE SW

PHASE 3

PARK & RIDE

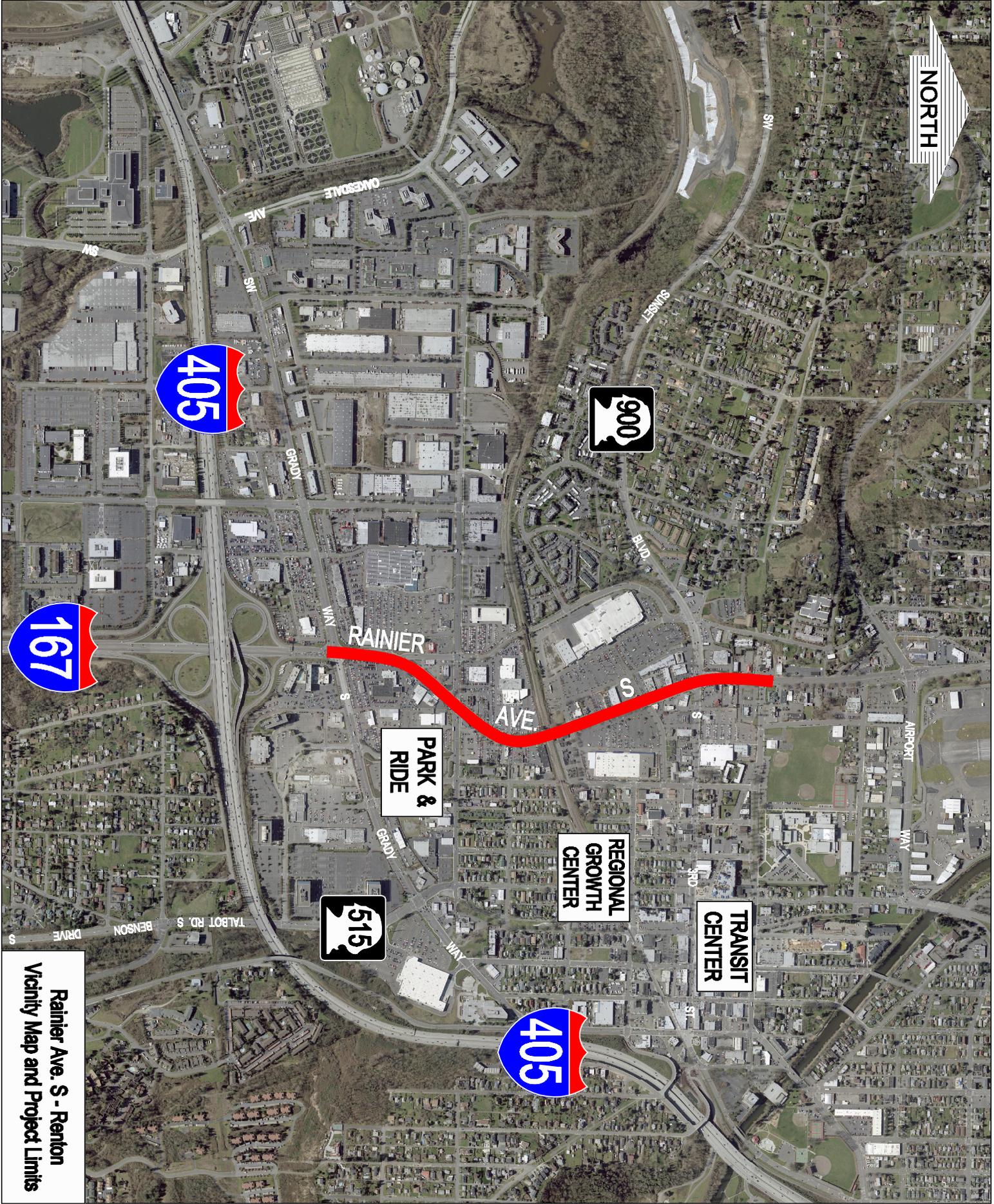
SW GRADY WAY

SR 167 (RAINIER AVE S)

I-405

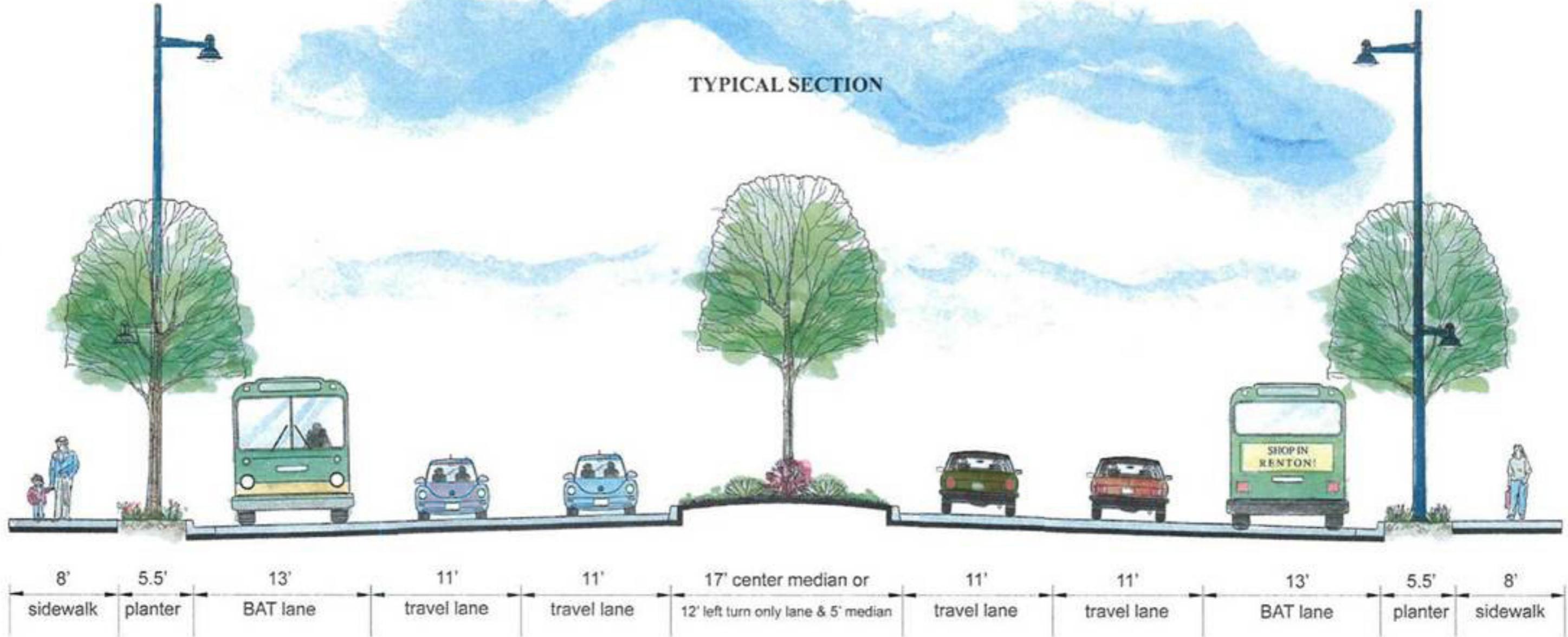


SCALE IN FEET



Rainier Ave. S - Renton
Vicinity Map and Project Limits

TYPICAL SECTION



RAINIER AVENUE TRANSIT IMPROVEMENT PROJECT

Rainier Avenue (SR 167)

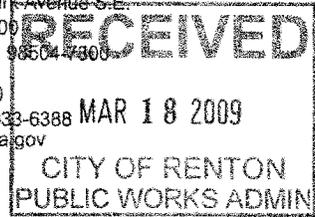




Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-4730

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov



March 16, 2009

Mr. Greg Zimmerman
Public Works Administrator
City of Renton
1055 S. Grady Way
Renton, WA 98055-3232

**American Recovery and Reinvestment Act
(ARRA) of 2009**

Dear Mr. Zimmerman:

WSDOT Highways & Local Programs (H&LP) is pleased to advise you that the following project was selected to receive funding through the American Recovery and Reinvestment Act of 2009 (ARRA).

**Rainier Avenue South (SR 167) Improvements Project –
Phase 1: Shattuck Avenue Stormwater Bypass**

\$2,000,000

ARRA funds are available at 100 percent federal, require no local match, and are limited to the amount shown above. **There is no funding for increases, and project expenditures are not eligible for ARRA reimbursement until after WSDOT provides notice the funds are obligated.**

To obligate funding for this project, please refer to the Local Agency Guidelines (LAG) manual. Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP). Once your TIP amendment is complete, WSDOT will amend the Statewide Transportation Improvement Program (STIP). This project must be identified individually in the STIP.

ARRA contains extensive requirements and expectations; failure to meet the items listed in this letter may result in the withdrawal of the ARRA funding or a delay in receiving progress payments. As a condition of your acceptance of these funds, your agency agrees to comply with the reporting requirements terms and conditions set forth in ARRA and as designated by the Federal Highway Administration (FHWA). These requirements include:

- Adding the General Special Provision (GSP) to all the ARRA contracts that requires contractors and subcontractors complete monthly reports on the number of newly hired and existing employees. <http://www.wsdot.wa.gov/Partners/APWA/>
- Within five (5) business days of contract award providing H&LP with award date; contractor name, address, phone number, and e-mail address; and notice to proceed date.
- A “monthly employment report” must be provided to H&LP summarizing the total employment for each ARRA contract for the contractor, subcontractor and local agency employees that worked directly on the project as shown through certified payrolls and/or the direct payroll system. <http://www.wsdot.wa.gov/Partners/APWA/>

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND THE CITY OF RENTON**

**Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S.W.
Project**

and

Rainier/Hardie Avenue Arterial Improvements Project

THIS Agreement is made this 3rd day of May, 2006 between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "SOUND TRANSIT" or "ST") and the City of Renton, a municipal corporation ("Renton" or "City").

RECITALS

WHEREAS, the City is a municipal corporation with all powers necessary to construct public improvements within its jurisdiction;

WHEREAS, Sound Transit is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW 81.104 and 81.112; and

WHEREAS, Sound Transit is authorized by the voters to implement Sound Move, a plan for regional high-capacity transit, which includes new facilities and services including in part Regional Express Bus and HOV Systems, new regional bus routes operating predominately on the state's high-occupancy-vehicle lanes, the construction of special HOV access ramps to the freeway HOV-lane network, and numerous transit facilities such as transit centers and park and ride lots; and

WHEREAS, Sound Transit and the City recognize the need to collaborate on the design and development of transit improvements to effectively and efficiently provide bus service to the City of Renton and the surrounding area; and

WHEREAS, constructing and operating transit improvements within the region is a complex task, requiring maximum cooperation and efficient utilization of resources between the parties, and the parties recognize the efficiencies and economies inherent in jointly designing and constructing the transit improvements funded by Sound Transit contemporaneously with general purpose improvements funded by the City; and

WHEREAS, the City and Sound Transit agreed to jointly pursue the implementation plan for certain transit and HOV improvements by letter dated April 19, 2005, from Sound Transit Board

Chair John Ladenburg to Mayor Kathy Keolker-Wheeler of Renton and Mayor Steve Mullet of Tukwila (*April 19, 2005 Letter of Intent*); and

WHEREAS, the City has obtained an agreement in principle with Union Pacific (UP) for the relocation of the UP track to the east alongside Burlington Northern Santa Fé (BNSF) tracks thereby allowing Strander Boulevard to cross over the combined tracks, and the relocation of the UP track alongside the BNSF tracks allows Sound Transit to redesign its access to Tukwila Station to eliminate the direct access from Strander Boulevard and to remove the queue jump from its design and thereby achieve significant Project cost reductions; and

WHEREAS, the Strander Boulevard/SW 27th Extension: West Valley Highway to Oakesdale Ave S.W. Project which includes transit queue jump improvements at the intersections of SW 27th Street with the Boeing access, Oakesdale Avenue SW and Lind Avenue SW will have quantifiable benefits to transit in improving transit speed and reliability, specifically to the nearby Sound Transit Sounder Tukwila Station; and

WHEREAS, the City will complete the environmental review and documentation, and Sound Transit will rely on the City's environmental review in authorizing funding consistent with this Agreement; and

WHEREAS, the City desires to serve as the lead agency for the design and construction of the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project within the City's jurisdiction; and

WHEREAS, the Rainier/Hardie Avenue Arterial Improvements Project will allow Sound Transit and King County Metro express bus service to bypass the heavily congested Rainier Avenue and achieve a significant time saving in both the northbound and southbound directions; and

WHEREAS, the City of Renton desires to serve as the lead agency for the design and construction of the Rainier/Hardie Avenue Arterial Improvements Project; and

WHEREAS, the transit and general purpose improvements in both the Strander Boulevard /SW 27th Street Extension: West Valley Highway to Oakesdale Ave S. W. Project and the Rainier/Hardie Avenue Arterial Improvements Project are supported by the Renton City Council and endorsed by Sound Transit; and

WHEREAS, pursuant to the April 19, 2005 Letter of Intent, Sound Transit is willing to contribute a fixed amount of \$4 million to the City's Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project which amount includes a proportional share of the cost of the frontage improvements (\$2.7 million) and a contribution to the transit queue jump lanes at Lind, Oakesdale, and the Boeing access road (\$1.3 million); and

WHEREAS, pursuant to the April 19, 2005 Letter of Intent, Sound Transit is willing to contribute the fixed amount of \$14.9 million for transit improvements on Rainier Avenue and Hardie Avenue;

NOW THEREFORE, in consideration of the above premises, the parties wish to enter into this Agreement to provide for funding for the preliminary engineering and environmental documentation of the projects and to establish principles and purposes to be adopted in one or more future interlocal funding agreements to be executed by the parties for the Strander Boulevard/SW 27th Street Extension Project and the Rainier/Hardie Avenue Arterial Improvements Project.

1. PURPOSE

This Agreement will provide for the funding of the preliminary engineering and environmental documentations of the transit improvements to be constructed by the City of Renton in connection with the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Project and the Rainier/Hardie Avenue Arterial Improvements Project (the “Project” or “Projects”). This Agreement will outline the scope, schedule and budget for a future interlocal funding agreement to be executed between the parties that will provide the remaining Sound Transit funding for the three (3) remaining phases of work for the completion of the transit elements of the Projects by the City.

2. COOPERATION AND GOOD FAITH EFFORTS

- 2.1 Both parties acknowledge that the success of the regional transportation program requires their willingness to work collaboratively to achieve the goals and objectives articulated in this Agreement. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with regard to any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents and instruments, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents and instruments, and to execute and deliver the same promptly.

3. GENERAL FUNDING APPROACH

3.1 Sound Transit Funding Commitment

3.1.1 **Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S.W. Project Funding.** As previously agreed to by letter dated April 19, 2005, Four Million Dollars (\$4,000,000) will be the maximum amount of the Sound Transit funding contributions to City of Renton for completion of the Transit Elements in the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S.W. Project, including the preliminary engineering, environmental documentation, final design, right of way acquisition, and construction of the Transit Elements by the City of Renton. However, if there is a change in project scope that results in significant additional transit benefit or in Sound Transit policies, the City may propose and Sound Transit may consider an additional investment in the re-defined project. In this Agreement Sound Transit will initially provide the maximum amount of thirty thousand dollars (\$30,000) for completion of the preliminary engineering and environmental documentation for the Transit Elements described below for the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S.W. Project.

3.1.2 **Rainier/Hardie Avenue Arterial Improvements Project Funding.** As previously agreed to by letter dated April 19, 2005, Fourteen Million Nine Hundred Thousand dollars (\$14,900,000) will be the maximum amount of the Sound Transit funding contributions to City of Renton for completion of all the Transit Elements in the Rainier/Hardie Avenue Arterial Improvements Project, including the preliminary engineering, environmental documentation, final design, and construction of the Transit Elements by the City of Renton. In this Agreement, Sound Transit will initially provide the maximum amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) for completion of the preliminary engineering and environmental documentation for the Transit Elements described below for the Rainier/Hardie Avenue Arterial Improvements Project.

3.1.3 **Remaining ST Funding.** The remaining portion of Sound Transit's funding for the right-of-way acquisition, final design and construction of the Transit Elements of each of these Projects will be provided under separate interlocal agreements for final design and construction which will incorporate terms and conditions consistent with this Agreement and other terms appropriate for these phases of the work.

3.2 **City Funding Commitment.** All remaining funding for the two Projects, including the preliminary engineering and environmental documentation, and final design, right of way acquisition, and construction of the City's Projects will be provided by the City through City funds or other funding obtained by the City. If the actual costs exceed the City's estimates for the two Projects, Sound Transit shall not be obligated to increase its contribution under this Agreement. If the total Project costs exceed the available matching funding from the City or other sources, the City may reduce the scope of the general purpose improvements,

but in no event shall the City reduce the size and scope of the Transit Elements, unless written approval is received from Sound Transit.

3.3 **Funding Principles.** The Parties agree that the following principles apply to this Agreement and any subsequent funding agreement executed by the parties:

3.3.1 The *April 19, 2005, Letter of Agreement* between Sound Transit, the City of Renton and the City of Tukwila establishes Sound Transit's maximum funding obligation for the current project scope consistent with Sound Transit policies for the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project and the Rainier/Hardie Avenue Arterial Improvements Project, including preliminary engineering, environmental documentation, final design, and the construction phase of both Projects.

3.3.2 Sound Transit will not be obligated to make any contribution if the City fails to fulfill its funding obligations for design and environmental review under this Agreement.

3.3.3 Sound Transit will not be obligated to make its contributions if the City substantially changes the Transit Elements without Sound Transit's written consent.

3.3.4 Any cost savings achieved by the City in completing the Transit improvements will be applied to reduce Sound Transit's funding commitment under this Agreement or for the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project and Rainier/Hardie Avenue Arterial Improvements Project, unless additional, mutually agreeable, transit supportive capital improvements are identified.

4. SCOPE AND SCHEDULE

4.1. Scope

4.1.1 **Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S. W. Project: General Project Scope Description.** The Strander Boulevard/SW 27th Street Extension Project is located within Renton City limits on SW 27th Street and Tukwila City limits on Strander Boulevard.

The Project includes the design and construction of a new east-west arterial roadway that will connect the cities of Renton and Tukwila, and provide significant congestion relief to existing arterials. The anticipated Project scope includes building a new five-lane arterial from West Valley Highway to Oakesdale Avenue SW, including a grade-separated crossing of the Union Pacific and the Burlington Northern Santa Fé railroad tracks, widening SW 27th Street from Oakesdale Avenue SW to East Valley Road, and building three queue jump improvements at the intersections of SW 27th Street with the Boeing access, Oakesdale Avenue SW and Lind Avenue SW. The Project will also include construction of curb and gutters, landscape planter/median strips, sidewalk and a shared-use pathway. The Project will include the Transit Elements defined below, and will have quantifiable benefits to transit in improving transit speed and reliability, specifically to the nearby Sound Transit

Sounder Tukwila Station.

- 4.1.2 **Rainier/Hardie Avenue Arterial Improvements Project:** General Project Scope, Description. The Rainier/Hardie Avenue Arterial Improvements Project is located within the Renton City limits on Hardie Avenue SW from SW Sunset Boulevard to Rainier Avenue South and on Rainier Avenue South from the intersection of South 2nd Street to the vicinity of the intersection of South 4th Place.

The Project will include the design and construction of north and southbound business access and transit (BAT) lanes on Hardie Avenue SW that will allow Sound Transit and King County Metro express bus service to bypass the heavily congested Rainier Avenue. In order to accommodate additional lanes on Hardie Avenue SW, the existing BNSF railroad bridge will need to be rebuilt and widened. Additionally, a northbound transit-only signal will be installed for transit moving from Rainier Avenue South onto Hardie Avenue SW. Sidewalks and planting strips all along Hardie Avenue SW will also need to be rebuilt with accommodations for bicycle and non-motorized travel. The access to the Renton Fred Meyer at the current intersection of Hardie/Langston/Sunset Boulevard SW will also need to be revised.

Rainier Avenue South will receive a transit queue jump across Rainier Avenue South at the intersection of South 3rd Street (Sunset Boulevard SW), improved transit rider facilities (benches, shelters, information kiosks, etc.), landscaped medians, vehicle left-turn restrictions, widened sidewalks (including new planter strips and pedestrian scale lighting), and textured, colored pavement at key intersections and pedestrian crossings.

- 4.2 **Renton's Responsibility.** As lead agency, Renton will cause to be completed the preliminary engineering and the environmental documentation for the two projects described in Section 4.1 and will supply the additional funding for all remaining costs of the preliminary engineering and environmental documentation associated with each of the projects. It is anticipated that Renton will be the lead agency for the final design, right-of-way acquisition, construction management, and construction phases of each Project.

4.3 Transit Elements

- 4.3.1 **Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project – Transit Elements.** The City will incorporate the following transit improvements (hereinafter "Transit Elements") into its preliminary engineering and environmental documentation of the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project:

- Queue jump improvements to three intersections:
 - SW 27th Street and the Boeing access road
 - SW 27th Street and Oakesdale Avenue SW
 - SW 27th Street and Lind Avenue SW

- Frontage improvements on a new east-west arterial roadway connecting the cities of Renton and Tukwila providing, a new route to access the Sound Transit Sounder-Tukwila Station from the east regions of Renton.

4.3.2 **Rainier/Hardie Avenue Arterial Improvements Project – Transit Elements.** The City will incorporate the following Transit Elements into its preliminary engineering and environmental documentation of the Rainier/Hardie Avenue Arterial Improvements Project:

- Business access and transit lanes on Hardie Avenue SW
- A transit-only signal at the intersection of Hardie Avenue SW and Rainier Avenue South
- A transit queue jump for the eastbound movement at Rainier Ave and S. 3rd Street
- Upgraded bus stops and improved rider access to existing bus stops.

4.4 **Preliminary Engineering/Environmental Documentation**

4.4.1 **Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S.W. Project.** In consideration for Sound Transit's funding contribution of Thirty Thousand Collars (\$30,000) under this agreement for the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Project, Renton will cause to be completed the preliminary engineering and environmental documentation for the Transit Elements of that Project. Renton shall be the lead agency responsible for completing the SEPA and NEPA documentation for the Transit Elements and will incorporate it into the environmental documentation for the Project.

4.4.2 **Rainier/Hardie Avenue Arterial Improvements Project.** In consideration for Sound Transit's funding contribution of Two Million Five Hundred Thousand Dollars (\$2,500,000) under this Agreement for the Rainier/Hardie Avenue Arterial Improvements Project, Renton will cause to be completed the preliminary engineering and environmental documentation for the Transit Elements of that Project. Renton shall be the lead agency responsible for completing the SEPA and NEPA documentation for the Transit Elements, and will incorporate it into the environmental documentation for the Project.

4.5 **Final Design, Right-of-Way Acquisition and Construction.** It is anticipated that upon the completion of final design and environmental documentation for the projects described in Section 4.1 and upon the execution of one or more interlocal agreements for final design and construction, Renton will complete the final design, right-of-way acquisition, and construction phases of the two projects. The proposed Project schedules for completion of the Transit Elements of each Project will be based on the design and construction of certain phases and segments of the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakesdale Ave S. W. Project or the Rainier/Hardie Avenue Arterial Improvements Project. The queue jump improvements at Oakesdale Avenue SW and Lind Avenue SW will be done as part of Phase 2 of the SW 27th Street/Strander Boulevard Extension Project. The queue jump improvement at the Boeing Access and the frontage improvements will be done as part of Phase 1, Segment 2 of the SW 27th Street/Strander Boulevard Extension Project.

4.6 **Schedule for Completion of Preliminary Engineering and Environmental Documentation**

4.6.1 **Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakdale Ave S.W. Project.** The preliminary engineering and environmental documentation for the Transit Elements (transit queue jumps) of the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakdale Ave S. W. Project shall be completed by Renton within one year of the execution of this Agreement. This is considered by Sound Transit to represent 30% design plans.

4.6.2 **Rainier/Hardie Avenue Arterial Improvements Project.** The preliminary engineering and environmental documentation for the Transit Elements of the Rainier/Hardie Avenue Arterial Improvements Project shall be completed by Renton within one year of the execution of this Agreement. This is considered by Sound Transit to represent 30% design plans.

5. **FUNDING PHASES**

5.1 **Preliminary Engineering and Environmental Documentation**

5.1.1 **Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakdale Ave S.W. Project.** Sound Transit will fund the preliminary design and environmental documentation for the Transit Elements of the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oakdale Ave S. W. Project in the amount of thirty thousand dollars (\$30,000) to be paid pursuant to the provisions of this Agreement. Sound Transit's funding contribution for the preliminary design and environmental documentation for the Transit Elements will not exceed \$30,000 for the Strander Boulevard/SW 27th Street Extension Project.

5.1.2 **Rainier/Hardie Avenue Arterial Improvements Project.** Sound Transit will fund the preliminary design and environmental documentation for the Transit Elements of the Rainier/Hardie Avenue Arterial Improvements Project in the amount of two million five hundred thousand dollars (\$2,500,000).

5.1.3 **City.** The City of Renton shall be responsible for all costs over and above the Sound Transit contribution related to the preliminary design and environmental documentation work for the Projects.

5.2 **Final Design and Construction Phase**

5.2.1 **Strander Boulevard/SW 27th Street Extension Project.** Upon completion of the preliminary engineering and environmental documentation Sound Transit will seek Board budget authorization to fund the final design, right-of-way acquisition and construction of the Transit Elements of each of the Projects in the maximum amount of Three Million Nine Hundred and Seventy Thousand Dollars (\$3,970,000) for the Strander Boulevard/SW 27th Street Extension Project, of which \$1,348,000 will fund the queue jump improvements, and

Two Million Six Hundred Twenty-Two Dollars (\$2,622,000) will be the Sound Transit contribution to frontage improvements. Sound Transit's funding contribution for the right-of-way acquisition, final design and construction of the Transit Elements for the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S. W. Project will not exceed Three Million Nine Hundred Seventy Dollars (\$3,970,000). Sound Transit's contribution of construction funds to Renton shall be conditioned upon the completion of the relocation of the UP track to the east alongside Burlington Northern Santa Fe (BNSF) tracks thereby allowing Strander Boulevard to cross over the combined tracks.

The proposed schedule for completion of the final design, right-of-way acquisition and construction for the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S. W. Project is:

Phase 1, Segment 1

Final Design: 4th Quarter 2004 – 3rd Quarter 2005

Construction: 3rd Quarter 2005 – 2nd Quarter 2006

Phase 1, Segment 2

Final Design: 2nd Quarter 2007 – 4th Quarter 2008

Construction: 1st Quarter 2009 – 2nd Quarter 2012

Phase 2

Final Design/Right-of-Way Acquisition:

Construction: 4th Quarter 2009 – 2nd Quarter 2011

- 5.2.2 **Rainier/Hardie Avenue Arterial Improvements Project.** Sound Transit's funding contribution for the right-of-way acquisition, final design and construction of the Transit Elements for the Rainier/Hardie Avenue Arterial Improvements Project will not exceed Twelve Million Four Hundred Dollars (\$12,400,000).

The proposed schedule for completion of the final design, right-of-way acquisition and construction for the Hardie Avenue SW/Rainier Avenue South Project is:

Final Design: Completed within a year after the PE/ED is completed (or two years after this Agreement is executed).

Right-of-Way Acquisition: Completed within a year after the PE/ED is completed (or two years after this agreement is executed); this phase will be conducted simultaneously with Final Design work.

Construction: To start within two years of the execution of this agreement and completed within a year and a half (Hardie and Rainier will be completed within three and a half years of execution of this Agreement).

5.2.3 Transfer of Sound Transit Property. Sound Transit will convey a permanent easement to the City of Renton for the use of up to 7,820 sq. ft. of property currently owned by Sound Transit for the purpose of constructing supporting structures for the bridge as part of the Strander Boulevard/SW 27th Street Extension: West Valley Highway to Oaksdale Ave S. W. Project. At the time of the final bridge design, the actual square footage of the permanent easement to be conveyed to the City will be established, and the consideration for the permanent easement will be calculated at \$18 per square foot for a total of \$140,760 for 7,820 sq. ft. The consideration established for the permanent easement will be applied to reduce any invoiced amount submitted to Sound Transit under this Agreement, and the total amount of Sound Transit's funding contribution under Section 3.1.1 (\$4 million) will be reduced by that consideration. Sound Transit property disposition policies shall apply to transfers of any other easements or property interests.

5.2.4 Future Interlocal Agreements. The parties will execute subsequent interlocal agreements to provide the remaining Sound Transit funding for the remaining three phases of the work: final design, right-of-way acquisition, and construction. The parties anticipate that funding under the subsequent interlocal agreements for the final design and right-of-way acquisition phase of each Project, and for the construction phase of the Projects will be provided through periodic funding contributions based on the completion of project milestones in amounts to be agreed upon by the Parties under the funding principles of Section 3.

The City of Renton shall be responsible for all remaining costs over and above the Sound Transit contribution for the final design, right-of-way acquisition, and construction costs for each Project. The parties anticipate that the final design and construction agreement will provide for payment of the Sound Transit contribution in the form of monthly funding contributions upon the completion of project milestones established by the parties within the remaining three phases of the work: final design, right-of-way acquisition, and construction.

6. SOUND TRANSIT PROJECT PARTICIPATION

- 6.1 Review – Preliminary Engineering.** Renton will provide its preliminary engineering Project plans and environmental documentation (30% plans) to Sound Transit for review and comments. Sound Transit will be co-lead on each Project's environmental documentation with the City of Renton as the nominal lead.
- 6.2 Review – Final Design.** It is anticipated that Sound Transit will provide review of the final design and right-of-way plans, and provide coordination with construction management review staff when the Projects proceed to the final design and construction phases. Sound Transit also will review the 60%, 90%, and 100% plans, as well as the Invitation for Bids.

7. CITY OF RENTON RESPONSIBILITIES FOR PROJECT COMPLETION

- 7.1 Final Design and Construction Phases.** Following the completion of preliminary engineering and environmental documentation for both Projects, and upon approval of such documentation by the City Council and the Sound Transit Board which will not be unreasonably withheld, and upon the execution of one or more interlocal agreements

between the parties for final design, right-of-way acquisition, and construction of the Transit Elements, Renton will proceed with the final design, right-of-way acquisition, and construction phase for the Projects. Renton's anticipated responsibilities for completion of the remaining phases of the Projects are as described below.

A. Final Design Phase

Upon execution of an interlocal agreement and approval of the funding of the final design and construction of the Transit Elements by the Sound Transit Board, and upon City Council approval of the applicable interlocal agreements, Renton will commence the following activities:

- Complete final design.
- Respond to Sound Transit's plan review comments within six weeks of receipt by the City.
- Provide a hard copy and electronic copy of the 60%, 90%, 100% plan sheets and the Invitation for Bid (IFB) submittal, including the engineer's estimates, to Sound Transit.
- Process the monthly progress payments by the Consultant.
- Provide monthly invoices to Sound Transit for transit-related element costs.
- Provide monthly status reports to Sound Transit.
- Provide day-to-day management of the bidding phase including collection, distribution and responses to request for information, bid openings and bid evaluations.

Within two weeks of receipt of the plans, Sound Transit will review and submit to the City its comments on a hard copy and electronic copy of the 60%, 90%, 100% and IFB submittal including the engineer's estimates. Sound Transit will provide an electronic comment form, which will be used during the comment and response period.

B. Permitting and Environmental Documentation

The City shall be the lead agency responsible for completing all environmental documentation required by the State Environmental Policy Act (SEPA) or the National Environmental Policy Act (NEPA) if federal funds are obtained. Both Sound Transit and The City of Renton will sign the environmental documents. The City will be solely responsible for obtaining all permits for the Project. The Project improvements that are located within City of Renton right-of-way will be permitted in accordance with City of Renton guidelines and regulations. Renton will establish the most expeditious strategy for completing all necessary permits and approvals required for those Project elements located within City of Renton right-of-way, subject to its land use and environmental requirements.

The Project improvements that are located within State right-of-way will be permitted in accordance with State regulations and procedures in effect.

C. Real Estate Acquisition

Renton will assume ownership or accept right-of-way dedication for all properties for the Projects or will have ownership or the required rights conveyed to the City of Tukwila in the case of Strander Boulevard. Renton will be responsible for identifying and acquiring the parcels required for the Project. Sound Transit will provide staff review of surveys for proposed real estate acquisitions, if requested by the City.

D. Utility Relocation

Renton exercises its municipal powers to the fullest extent to cause all utilities in the public right-of-way to be relocated as necessary for the construction of Project improvements, and Renton shall coordinate with Tukwila to cause relocation of utilities in the right-of-way under Tukwila's jurisdiction as necessary for the construction of the Project improvements.

E. Construction Management

Renton will be responsible for the construction of all Project improvements with an anticipated close out by second Quarter of 2011, however, the actual closeout date will be determined as full funding becomes available and after subsequent agreements have been executed.

The City's responsibilities for construction management include selection and execution of construction contracts, construction contract administration, contractor payments, tracking of day-to-day issues, change orders, request for information, claims/disputes, supplemental agreements and correspondence. The City shall be responsible for fulfilling all federal grant funding requirements when applicable.

F. Documents Provided to Sound Transit

The City will provide copies of the following environmental documents to Sound Transit when issued

- All environmental project documents issued under NEPA or SEPA for the Projects
- All environmental documentation discipline reports, including (by way of example), traffic reports and air and noise reports.

The City shall provide to Sound Transit the following during construction:

- Monthly status reports
- Earned value reports
- Periodic invoices to Sound Transit for transit-related element costs as provided in the applicable funding agreement.
- Hard copy (and electronic, if available) Conformed set (for construction), specifications (complete set) and estimates.

8. GENERAL TERMS

The following general terms are applicable to this Agreement. These terms may also be included in any subsequent agreements between the Parties.

- 8.1 **Indemnification.** To the extent permitted by law, the Parties to this Agreement shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any acts or omissions of the indemnifying Party. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other parties, and of all resulting judgments that may be obtained against the other Party. This indemnification shall survive the termination of this Agreement.
- 8.2 **Insurance.** The City shall maintain insurance and self-insurance in amounts and type customarily maintained by the City for the risks assumed under this Agreement. The City shall further require its contractors and subcontractors to maintain insurance in amounts and types suitable to protect both the City and Sound Transit from exposures presented by the work performed under this Agreement. The City shall require its contractors and subcontractors to name Sound Transit as an "additional insured" on insurance policies required for the performance of the work under this Agreement, and require such insurers to waive their right of subrogation against Sound Transit. If the City is self insured for the work, it shall provide evidence of its self insurance program to Sound Transit's Risk Manager.
- 8.3 **Payment of Contributions.** Sound Transit's funding contributions shall be made upon the satisfactory completion of actual work performed as completed and described under this Agreement or as specified in the Project scope of work. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of the completion of the milestone or portion of the work or prior to the times specified in the scope of work.
- 8.4 **Invoices.** The City shall initiate the process for payment by preparing an invoice to Sound Transit in accordance with the procedures in this Section. An authorized representative of the City shall certify in writing that the milestone or portion of the work has been completed in accordance with this Agreement and that the funding contribution is due pursuant to the terms of the Agreement. If necessary, the City shall allow Sound Transit or its agents and

representatives access to the work to conduct all necessary inspections to verify the stated progress. The City shall offset the agreed compensation amounts for property interests transferred under Section 5.2.3 of this Agreement against any amounts payable by Sound Transit to the City under this Agreement.

All invoices, required reports, and documentation shall be submitted to: Sound Transit, Accounts Payable. Invoices shall bear the name and address of the party's representative, and reference this Agreement. Invoices shall be properly completed and accompanied with the certification of completeness and other documentation as required by Sound Transit.

Sound Transit reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be required under this Agreement.

- 8.5 **Final Payment.** Final payment will be made to the City upon construction of each project, and upon final inspection and written acceptance by Sound Transit's authorized representative. Following written acceptance, the City shall make available to Sound Transit its records of actual expenditures to this Agreement. Any required adjustments shall be reflected in the final invoice.
- 8.6 **Reports and Documentation.** The City shall furnish the certification of completeness as specified above. In addition, Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certification by the City of materials and services satisfactorily rendered, and (5) an itemized listing of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the City. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's funding requirements.
- 8.7 **Availability of Records.** All Project records in support of all costs incurred and actual expenditures kept by the City and its contractor shall be open to inspection by Sound Transit or its federal funding agency during normal business hours, and shall be retained and made available for such inspection for a period of not less than six (6) years from final payment of funds under this Agreement to the City. Copies of said records shall be furnished to Sound Transit and/or its federal funding agency upon request. This requirement shall be included in all subcontracts related to the work entered into by the City to fulfill the terms of this Agreement.
- 8.8 **Audit.** If an audit is requested by Sound Transit or its federal funding agency, the City shall cooperate fully with the auditor chosen by Sound Transit or the federal funding agency. If an audit is required, the City will provide documentation of all costs incurred on the Project. In the event that Sound Transit has paid in excess of its final funding commitment under this Agreement, the excess amount will be repaid to Sound Transit within thirty (30) days of the conclusion of the audit.

8.9 **Contract Administration.** To fulfill its respective responsibilities under this Agreement, each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party or Parties to this Agreement. Any claims arising out of the separate contracts of each Party for work under this Agreement are the sole responsibility of the Party executing and administering such separate contracts. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

8.10 **Dispute Resolution.** The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative shall notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include: (1) a description of the issue to be resolved; (2) a description of the difference between the Parties on the issue; and (3) a summary of steps taken by Designated Representative to resolve the issue. The Designated Representatives shall meet within three (3) business days of receiving the written notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the Sound Transit Chief Executive Officer or his/her designee and the Mayor of Renton or her/his designee shall meet within seven (7) business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. If any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above, the Parties agree to seek an order to suspend any proceeding filed in a court of law while the procedural steps set forth above are satisfied.

9. TERMINATION FOR DEFAULT

Either Party may terminate this Agreement, in whole or in part, in writing, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other party, provided that insofar as practicable, the Party terminating the Agreement will give:

- Written notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- An opportunity for the other Party to cure the default within at least thirty (30) calendar days of notice of the intent to terminate. In such case, the Notice of Termination will state the time period in which cure is permitted and any other appropriate conditions.

If the other party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof, granted by the Party not at fault, this Agreement shall be deemed terminated.

10. OWNERSHIP OF PROJECT IMPROVEMENTS.

Upon completion of the Project improvements, the City shall retain ownership of the Project improvements, subject to the conditions of Section 11.

11. PRESERVING SOUND TRANSIT'S INVESTMENT

11.1 Transit Use. The final design and construction agreement will provide for the long-term operation and maintenance of the Transit Elements by the City. Upon completion the Transit Elements will be dedicated for transit use for the useful life of the improvements, which is assumed to be forty (40) years. The final design and construction agreement will provide a process for the City to consult with Sound Transit and obtain written approval from Sound Transit prior to implementing any change to the operating characteristics of the Transit Elements that would cause a change in the functional use of the improvements, including a change in the use of the improvements from transit use to general purpose use. A change in functional use means the transit improvement can no longer be used by Sound Transit for the purpose for which it was designed, constructed and funded, including a change from transit to general-purpose use.

11.2 Reimbursement. The final design and construction agreement will provide for reimbursement of Sound Transit's funding contribution in the event that there is a change in functional use of the improvements as follows: If Renton changes the functional use of any of the transit improvements in a manner that substantially precludes the transit use of the improvement by Sound Transit, Sound Transit shall be reimbursed the un-depreciated then-remaining amount of its original contribution under this Agreement and any subsequent funding agreements. That amount shall be determined using the straight-line method of depreciation of the original funding contribution over the useful life of the transit improvement; assuming, for this purpose, a forty (40) year useful life. The then-remaining amount shall be determined at the time of the change in functional use, and reimbursement shall be due at that time and payable within thirty (30) days. Sound Transit may agree to waive this reimbursement requirement.

12. GENERAL LEGAL PROVISIONS

12.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County Superior Court.

12.2 No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the City and any employee, agent, representative or contractor of Sound Transit.

- 12.3 **No Agency.** No separate entity is created by this Agreement. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of the other party.
- 12.4 **No Third Party Rights.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.
- 12.5 **Severability.** If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect.
- 12.6 **Designated Representatives.** The designated representatives for the City of Renton shall be the City's Planning/Building/Public Works Administrator. The City of Renton's Transportation Design Supervisor shall also be a designated representative. The Sound Transit designated representative shall be the Sound Transit Capital Projects Director.
- 12.7 **Notices.** All notices to be provided under this Agreement shall be in writing and shall be hand-delivered or sent by US Mail, and shall be deemed received upon delivery or, in the case of notice sent by mail, five (5) business days after deposit in the US Mail.

Notices to the City shall be sent to the following address:

*City of Renton
c/o Transportation Systems Division
1055 South Grady Way
5th Floor – Renton City Hall
Renton, WA 98055*

Notices to Sound Transit shall be sent to the following address:

*Sound Transit
c/o Capital Project Department
401 S. Jackson
Seattle, WA 98104*

- 12.8 **Entire Agreement.** This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.
- 12.9 **Execution of Agreement.** This Agreement shall be executed in two (2) counterparts, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the Parties hereto hereby agree to the terms and conditions of this Agreement as of the date first written above.

For the City of Renton:

Kathy Keolker
By: Kathy Keolker
Title: Mayor

For Sound Transit:

Joni Earl
By: Joni Earl
Title: Executive Officer

Approved as to Form:

Lawrence J. Warren
By: Lawrence J. Warren
Title: Renton Legal Counsel

Approved as to Form:

Betty Ngan
By: Betty Ngan
Title: Sound Transit Legal Counsel

Attest:

Bonnie I. Walton
By: Bonnie I. Walton
Title: Renton City Clerk



May 8, 2009

Mr. Gregg Zimmerman
Public Works Director
City of Renton
1055, S Grady Way
Renton, WA 98057

Subject: Rainier Ave South (South Grady Way to South 2nd St) Letter of Support for City of Renton's 2009 STP Countywide Grant Application

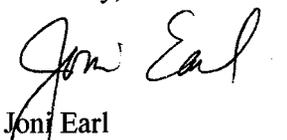
Dear Mr. Zimmerman:

Sound Transit is pleased to support the City of Renton's STP countywide grant application for capital improvements to the Rainier Ave South project. The transit, roadway and streetscape improvements identified in this project will help improve transit and non-motorized movement along the corridor. It will also improve connections to the regional express bus system serving the Renton area and eastside and south-end communities with a transit queue jump.

This project supports Renton, King County Metro and Sound Transit's joint efforts to enhance transit reliability, circulation and safety along the Rainier Avenue South corridor. Sound Transit is a key funding partner and proponent of the project.

Sound Transit is committed to the ongoing cooperation with the City of Renton. We believe the City of Renton and the region as a whole will benefit. Therefore, Sound Transit strongly supports this request for STP Countywide funding for the Rainier Ave South project.

Sincerely,


Joni Earl
Chief Executive Officer

Cc: Paul Cornish, Sound Transit
Lisa Wolterink, Sound Transit

CHAIR

Greg Nickels
Seattle Mayor

VICE CHAIRS

Aaron Reardon
Snohomish County Executive

Claudia Thomas
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CHIEF EXECUTIVE OFFICER

Joni Earl



Washington State Transportation Improvement Board

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**CITY OF RENTON
PUBLIC WORKS ADMIN**

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Berk and Associates

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WSDOT

Mr. Dan DiGuilio
Clallam Transit

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Grant County

Mr. Dave O'Connell
Mason County

Mr. Paul Roberts
City of Everett

Commissioner Mike Shelton
Island County

Mr. Arnold Tomac
Bicycle Alliance of Washington

Mr. Doug Vaughn
Office of Financial Management

Mr. Jay Weber
County Road Administration Board

Ms. Kim Zentz
Spokane Transit Authority

November 21, 2003

Mr. Greg Zimmerman, P.E.
Public Works Administrator
City of Renton
1055 South Grady Way
Renton, WA 98055-3232

Transportation Improvement Program (TPP)
TIB Project Number 9-P-102(011)-1
Rainier Ave S ❖ S/SW 7th St to S 4th Pl
FY 2005 Funding Program Project Selection

Dear Mr. Zimmerman:

The Transportation Improvement Board (TIB) met on November 21, 2003 to select FY 2005 projects. We are pleased to announce the selection of your project from the Transportation Improvement Program (TPP).

TIB funds obligated for the project are as follows:

PHASE	TIB FUNDS
Design Phase	399,000
Construction Phase	1,803,000
Total	2,202,000

Your next step is to complete and return the enclosed TIB FY 2005 Program Project Funding Status form. After confirmation of local funding and verification that the project is part of the adopted Six Year Transportation Improvement Program, TIB will grant approval to begin project design work. Project payments may begin after July 1, 2003 unless TIB authorizes an early payment schedule.

Congratulations on the selection of your project from the Transportation Improvement Program. For assistance, contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

SG/gjb
Enclosure

Mr. Stevan Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



Washington State Transportation Improvement Board

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Transportation Systems Div.

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November 20, 2006

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Vice Chair, City of Federal Way

Todd Coleman, P.E.
Port of Vancouver

Ms. Kathleen Davis
WSDOT

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Councilmember Calvin Goings
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Office of Financial Management

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City of Wenatchee

Ms. Heidi Stamm
HS Public Affairs

Mr. Harold Taniguchi
King County Metro Transit

Mr. Steve Thomsen
Snohomish County

Mr. Jay Weber
County Road Administration Board

Mr. Ralph Wessels, P.E.
Bicycle Alliance of Washington

The Honorable Kathy Keolker-Wheeler
Mayor
City of Renton
1055 South Grady Way
Renton, WA 98055-3232

Dear Mayor Keolker-Wheeler:

Congratulations! We are pleased to announce the selection of your project, Rainier Avenue S, S 2nd St to S 4th PI, TIB project number 8-1-102(032)-1.

TIB funds granted to this project total \$1,906,200. Before any work is allowed, TIB staff will contact your agency to authorize the funding.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

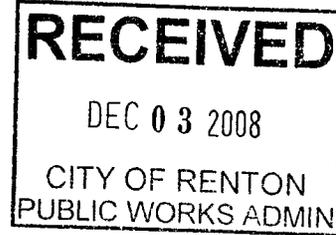
cc: Gregg Z.
Peter Mahn

Mr. Stevan Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



Washington State Transportation Improvement Board



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Commissioner Mike Wilson
Grays Harbor County

November 25, 2008

Mr. Gregg Zimmerman, P.E.
Public Works Administrator
City of Renton
1055 South Grady Way
Renton, WA 98057-3232

Dear Mr. Zimmerman:

Congratulations! We are pleased to announce the selection of your project, Rainier Avenue South, South Grady Way to S/SW 7th St, TIB project number 9-P-102(013)-1. The total TIB contribution for this project is \$2,831,500.

Before any work is allowed on this project, you must:

- Verify the information on the Program Funding Status form, revise if necessary, and sign;
- Submit the section of your adopted Six-Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Agreement;
- Return the above items to TIB;
- You may begin work **only** after you receive notification from TIB.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosure

Stevan Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Peter



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 1, 2007

Mr. Greg Zimmerman
Public Works Administrator
City of Renton
1055 S. Grady Way
Renton, WA 98055-3232

RECEIVED
JUN - 4 2007
Transportation Systems Div.

**Pedestrian & Bicycle Safety Program
State Funding**

Dear Mr. Zimmerman:

The Washington State Department of Transportation (WSDOT) is pleased to advise you that in the 2007 Transportation Budget the following project was selected to receive state funding, through the Pedestrian & Bicycle Safety program. The state funding is limited to:

Rainier Ave S at S 4th Place Intersection Improvements \$230,000

The funds will be administered through WSDOT's Highways & Local Programs (H&LP) Division on a reimbursement basis only. To authorize funding for this project, submit the H&LP State Funding Agreement, prospectus, and any other items (electronic forms are available at <http://www.wsdot.wa.gov/TA/ProgMgt/PrgMgt.html>) to your Region Local Programs Engineer. In addition, completion of Executive Order 05-05 must occur prior to construction fund authorization. More information on Executive Order 05-05 can be found at <http://www.dahp.wa.gov/pages/EnvironmentalReview/Laws.htm>. After the agreement is signed, you will be notified that the funds have been authorized. Project expenditures are not eligible for reimbursement until after we provide notice that the funds are authorized. If the project includes any federal funds all Federal Highway Administration requirements apply as outlined in the Local Agency Guidelines manual.

The 2007 Transportation Budget requires the project be authorized no later than **June 1, 2008**, or the funds will lapse. WSDOT requires a Quarterly Project Report for be completed by the end of March, **June**, September and December. The on-line database can be found at the found at the following website <http://www.wsdot.wa.gov/TA/ProgMgt/QPR/QPR.html> . To access the database your account name is **Renton** and password is **Rento553** (the password is case sensitive).

Should you have any questions on how to pursue this project, please contact Ed Conyers, your Region Local Program Engineer at (206)440-4734.

cc. *Juliana F. Finance*
Nancy V. Finance
Jim Seitz
Agreements Cook

Sincerely,

Kathleen B. Davis
Director
Highways & Local Programs Division

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121
Bob Drewel, Puget Sound Regional Council



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

RECEIVED
APR - 7 2006

Transportation Building
310 Maple Park Avenue S.E.
Transportation System P.O. Box 47300
Olympia, WA 98504-7300

*Van
Shawen
Peters
Dancy*

April 4, 2006

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED
APR 06 2006
CITY OF RENTON
PUBLIC WORKS ADMIN

Mr. Greg Zimmerman
Public Works Administrator
City of Renton
1055 S. Grady Way
Renton, WA 98055-3232

Pedestrian & Bicycle Safety Program

Dear Mr. Zimmerman: *[Signature]*

The Washington State Department of Transportation (WSDOT) is pleased to advise you that in the 2006 Supplemental Transportation Budget the following project was selected to receive state funding through the Pedestrian & Bicycle Safety program. The state funding is limited to:

SR 167 MP 26.94 to SR 900 MP 11.4 \$200,000

The funds will be administered through WSDOT's Highways & Local Programs Division (H&LP) on a reimbursement basis only. To authorize funding for this project, submit the H&LP State Funding Agreement and any other items (electronic forms are available on the internet at <http://www.wsdot.wa.gov/TA/ProgMGt/PrgMgt.html>) to your Region Local Programs Engineer. After the agreement is signed, you will be notified that the funds have been authorized. Project expenditures are not eligible for reimbursement until after we provide notice that the funds are authorized. If the project includes any federal funds, all Federal Highway Administration requirements apply as outlined in the Local Agency Guidelines (LAG) manual.

Due to the constraints of the 2006 Supplemental Transportation Budget, all funds must be authorized no later than **April 4, 2007**, or the funds will lapse. Also you must provide **quarterly status reports** on the project until it is completed. The updated quarterly report forms are due by the end of the following months: February, May, August and November. Please submit your completed report form by email to Stephanie Tax at taxs@wsdot.wa.gov.

In addition, WSDOT requires the placement of Transportation Partnership Project signs for all construction projects. The signs need to be placed at the beginning and ending of the project, to assist the public in identifying the projects funded from the recently approved transportation package.

Should you have any questions on how to pursue this project, please contact Ed Conyers, your Region Local Programs Engineer at (206) 440-4734.

Sincerely,
[Signature]
Kathleen B. Davis
Director
Highways & Local Programs Division

KBD:st:ac
cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121
Bob Drewel, PSRC

Matthew Rose
Santa Fe Corporation
PO Box 96382
Fort Worth, TX 76161-0052
2650 Lou Menk Drive
Fort Worth, TX 76131-2830
tel 817.867.6100
fax 817.352.7430
matthew.rose@bnsf.com

July 17, 2007

The Honorable Kathy Keolker
Mayor
City of Renton
1055 South Grady Way
Renton, WA 98057

Dear Mayor Keolker:

Pursuant to a letter agreement dated April 16, 2007 ("Letter Agreement"), the city of Renton ("Renton") and BNSF Railway Company ("BNSF") agreed to certain terms in an effort to address mutual concerns over the potential sale and redeployment of BNSF's right-of-way between Renton and Woodinville, Washington. This new letter agreement serves to amend the Letter Agreement that was executed on April 16, 2007.

Section 1 of the Letter Agreement of April 16, 2007, shall be deleted in its entirety and replaced with the following new Section 1:

- I. Overpass Reconstruction. Working with the city of Renton, BNSF intends to reconstruct the bridges over Rainier Avenue, Hardie Avenue and Shattuck Avenue in the second half of 2007. BNSF will manage the design and construction of these structures, and Renton will provide funding for the reconstruction as follows:
 - (i) Renton will provide funding up to a total project expenditure level of \$8,950,000.00.
 - (ii) BNSF and Renton agree to split evenly any costs exceeding \$8,950,000.00 associated with the Rainier Avenue, Hardie Avenue and Shattuck Avenue overpass reconstruction projects.
 - (iii) If the cost to complete the reconstruction of the Cedar River Bridge in Renton exceeds \$6,000,000.00, the amount in Section 1(i) and Section 1(ii) above shall be reduced by any amount over \$6,000,000.00, subject to a maximum reduction of \$1,100,000.00.
 - (iv) Any cost savings from the Cedar River bridge project (the difference between WSDOT's budget of \$10 million and the actual project cost) will be applied toward Renton's share of the reconstruction of the bridges at Rainier Avenue, Hardie Avenue and Shattuck Avenue. If the savings exceed \$4 million, the excess amount above \$4 million will be shared equally between BNSF and Renton up to their respective contribution to the three bridge projects.

Subject to this new letter agreement, all other terms in the Letter Agreement of April 16, 2007, shall remain in full force and effect.

If this amendment is acceptable to the city of Renton, please sign as designated below. As always, BNSF appreciates the support and assistance of the city of Renton as we move forward with the transformation of the Eastside Corridor.

Sincerely,

Matthew K. Rose

Date 7-18-2007

Matthew K. Rose
Chairman, President and Chief Executive Officer
BNSF Railway Company

For the City of Renton:

Kathy Keolker

Date 7-18-2007

Kathy Keolker
Mayor

Bonnie L. Walton

Bonnie L. Walton, City Clerk